

APPENDIX C TO DIR CONTRACT NO. DIR-SDD-788
A THIRD OPINION (ATO) SOLUTIONS CORPORATION SERVICE AGREEMENT

This Service Agreement (this "Agreement") sets forth the terms and conditions for software and hardware maintenance coverage on the ATO Solutions Communications Recording System Products placed under the Agreement.

STANDARD 8x5 COVERAGE

1. Maintenance Availability - The term of this agreement shall be one (1) year with up to four (4) optional one-year terms, and subject to the terms and conditions hereof, ATO Solutions Corporation ("ATO Solutions") will maintain, for the original purchaser ("Customer"), the ATO Solutions-supplied hardware (the "Equipment") and software (the "Programs," collectively with the Equipment, the "Products") covered hereby in an efficient operating condition (subject to the limitations of licensed third-party software), including shop repairs or overhauls if deemed necessary by ATO Solutions pursuant to this Service Agreement ("Agreement"). Charges for services under this Agreement shall be in accordance with the rates listed in Section 4.B. of DIR Contract No. DIR-SDD-788. Any renewals or extensions of this Agreement beyond the initial five-year availability period described above shall be mutually agreed upon by ATO Solutions and Customer.
2. All necessary replacement parts will be furnished to Customer by ATO Solutions without charge, except when replacement is required because of (i) fire, flood or other casualty, accident, abuse, misuse, mishandling, power line fluctuations, computer viruses unattributable to ATO Solutions, or use of recording media or consumables other than a type or specification recommended by ATO Solutions or (ii) use or operation with equipment, systems, peripherals or software not supplied to Customer by ATO Solutions.
3. No charges will be made for necessary service calls except when caused by the events listed above in Section 2. ATO Solutions will not be obligated to provide service outside of ATO Solutions' Normal Working Hours. Service calls after ATO Solutions' Normal Working Hours will be charged at ATO Solutions' then-standard hourly overtime rates. Normal Working Hours are defined as: 8:00 a.m. (0800 hours) to 5:00 p.m. (1700 hours), Monday through Friday, excluding U.S. federal holidays.
4. Problems caused to the Products covered by this Agreement by (i) any ATO Solutions software used with Equipment by Customer or (ii) the use or operation of any equipment, systems, peripherals or software not supplied to Customer by ATO Solutions, are not covered hereunder. This includes, but is not limited to, computer viruses unattributable to ATO Solutions. ATO Solutions' representative, at Customer's request, will attempt to correct any problem contemplated by this Section and restore the Programs or Equipment covered by

this Agreement to original operating condition at the then-current standard hourly rate. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ATO SOLUTIONS SHALL NOT BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE) OF ANY KIND.**

5. On applicable systems, software support, maintenance upgrades, and replacement of existing Programs during Normal Working Hours is included. Twenty-four (24) hour diagnostic monitoring is included if optional Remote Diagnostics Package is or has been purchased. Remote Diagnostics is problem avoidance software, which performs remote monitoring and self-diagnostics on the systems' hardware platforms, and automatically e-mails the ATO Diagnostic Center if a potential fault or failure is detected. Remote resolution is the goal. Response is rapid; in the event of a system failure, ATO Solutions will review the error message and attempt to connect with the system to resolve the issue. If this is not successful, ATO will open a service call and a service technician will be dispatched. In most cases, we will be working on a solution before an operator is aware of a system error. The combination of remote diagnostics and the technical support available dramatically reduce or eliminate downtime. This feature requires connection to the customers' e-mail system as well as a dial-up or VPN connection. On-site response to after-hours calls will be during Normal Working Hours of the next business day.
6. Supplies such as expendable recording media or other consumables are not covered under this Agreement.
7. The Agreement rates to be charged are subject to change if Equipment is moved to a different service area.
8. Maintenance Term - Unless otherwise specified, the initial term of this Agreement shall be for a period of one (1) year (the "Initial Term"). This Agreement may be renewed upon thirty (30) days written notice for four (4) additional one-year periods. Payments shall be in accordance with Section 7C of Appendix A of the DIR Contract No. DIR-SDD-788. Additional Equipment and Programs purchased by Customer from ATO Solutions in accordance with the DIR Contract may be added to this Agreement.
9. This Agreement may be terminated in accordance with Section 10.B. of Appendix A of the DIR Contract No. DIR-SDD-788.
10. In the event of a conflict between this Agreement and the DIR Contract No. DIR-SDD-788, the DIR contract controls.

Customer:

ATO Solutions Corporation

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____